

AGREEMENT  
SUPERINTENDENT AND  
LESLIE COUNTY SCHOOL DISTRICT

THIS AGREEMENT is made and entered into, this 21<sup>st</sup> day of July, 2009, by and between THE BOARD OF EDUCATION OF LESLIE COUNTY, KENTUCKY, (hereinafter called the Board). Party of the First Part, and Larry Sparks (hereinafter called the Superintendent), Part of the Second Part.

WITNESSETH

WHEREAS, this Agreement is made in accordance with the action of the Board as set forth in Resolution of a meeting held, the 21<sup>st</sup> day of July, 2009 whereby the Board employed the said Larry Sparks as Superintendent of the Leslie County School District in accordance with the provisions set forth herein; and;

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of Schools in and for said district as prescribed by the laws of the State of Kentucky and by the rules and regulations made thereunder by the Board of Education as well as local Board regulations and all other applicable law as related to the duties and obligation of a Superintendent of Schools.

NOW, THEREFORE, the Board and Superintendent agree as follows.

1. Term:

The term of the Employment Agreement shall commence on the 1<sup>st</sup> day of July, 2010, and terminate on the 30<sup>th</sup> day of June 2014.

2. Professional Certification and Responsibilities of Superintendent:

- a. Certification – The Superintendent shall hold a valid certificate issued by the State of Kentucky.

- b. Acknowledgement of Good Health – The Superintendent represents and Acknowledges to the Board and as an inducement for the Board to employ him as Superintendent, that to the best of his knowledge and belief he has no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.
- c. Duties – The Superintendent shall perform the duties of Superintendent of the Leslie County School District in and for said district as prescribed by the laws of the State of Kentucky and the rules, obligations and policies made thereunder by the Board of Education of the said district.
- d. Outside Activities – Superintendent shall devote his time, attention and energy to the business of the school district. However, he may serve as a consultant to other districts or education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that do not interfere with duties as Superintendent of the Leslie County Schools.

The Superintendent and Board recognize the advisability and on occasions the necessity of Superintendents to attend seminars, course or programs conducted or sponsored at the local, state or national levels. It is understood and agreed that the district shall permit a reasonable amount of leave time for the Superintendent to attend such meetings, for the Board to pay for the necessary fees, travel, and subsistence expenses as may be set forth in local Board Policy. Likewise, the Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the Superintendent elects to attend any function, meeting, seminar or

program wherein he is compensated as a lecture, consultant or for such attendance, the time involved with such functions shall be considered as part of his vacation time and the Board shall not pay the Superintendent's expenses involved with such functions.

3. Compensation:

The Board shall pay the Superintendent an annual salary of, \$91,810.07 to be paid in twenty-six installments as services rendered during the preceding month, the first payment being made .

The Board and Superintendent mutually agree to increase the salary, of the Superintendent based on the same percentage increase that all other personnel in the district receive.

The Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of the Agreement: provided, that in no event shall Superintendent be paid less than the salary specified above. Any such adjustment of salary made during the term of the Agreement shall be in the form of an amendment of this agreement. It is expressly understood, however, that any increase in salary shall be at the final discretion of the Board.

4. Vacation and Other Benefits:

- a. Vacation – It is understood and agreed that each school year from July 1<sup>st</sup> to June 30<sup>th</sup> during the term of the Agreement shall consist of 240 working days, and weekends from a 365 day year. The Superintendent may elect a total of two (2) weeks vacation which includes a total of ten (10) working days. In addition to vacation days, the Superintendent may observe the legal holidays granted to Certified Personnel in the District. It is understood that the

Superintendent's vacation days shall not be accumulated and used in any successive year.

- b. Sick Days – The Superintendent shall have ten (10) sick days annually.  
Unused sick days may accumulate without limit.
- c. Personal Days – The Superintendent shall have three (3) personal days annually.
- d. Health Insurance – It is acknowledged that the Superintendent shall participate in the State Health Insurance Plan on the same basis as any other employee of the Leslie County School District.
- e. Expenses – Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by Superintendent in the Continuing performance of his duties under this Employment Agreement.
- f. Retirement Benefits – The Superintendent shall have the same retirement benefits as provided for Superintendents under the Kentucky Teachers Retirement System.

5. Termination of Employment Agreement:

This Employment Agreement may be terminated by:

- a. Mutual agreement by the Parties;
- b. Disability of the Superintendent
- c. Death of Superintendent; or
- d. Discharge for cause as provided by law.

6. Saving Clause:

If during the term of the agreement, it is found that a specific clause of the



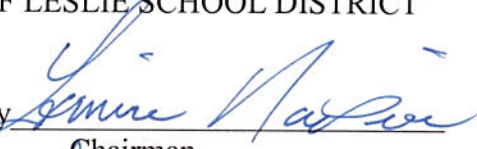
Agreement is illegal under Federal or State Law, the remainder of the Agreement not affected by such a ruling shall remain in force.

WITNESS OUR HAND, the day and date first above written.

PARTY OF THE FIRST PART:

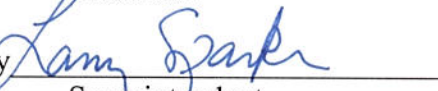
THE BOARD OF EDUCATION  
OF LESLIE SCHOOL DISTRICT

By

  
Chairman

PARTY OF THE SECOND PART:

By

  
Superintendent